



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking # 34101-95615	Edison Record ID		
Contractor Legal Entity Name			Edison Vendor ID		
Goods or Services Caption (one line only) Contractor will provide archaeological survey services at Volunteer Training Site Catoosa.					
Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					
Contractor Ownership Characteristics: <input type="checkbox"/> Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used			
<input type="checkbox"/> Other		Describe the selection process used and submit a Special Contract Request			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)		Account Code (optional)			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
MILITARY DEPARTMENT
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Military Department ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of archaeological survey services at Volunteer Training Site Catoosa (VTSC), as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. OBJECTIVE

The objective of this Scope of Work (SOW) is to survey 167 acres of land with two suspected potential archaeological sites on the Volunteer Training Site - Catoosa (VTSC). The information to be collected will be applied to the management of training site in order to protect historic properties.

The following are the objectives of this statement of work:

1. Archival research necessary to develop a historic context for the report of findings and aid in the evaluation process.
2. Survey of **three (C-9, C-10, and Fox Road Ridge)** TAs at VTSC that have not been surveyed to modern archaeological standards in accordance with the NHPA, but were determined to have previously unidentified archaeological sites. The estimated acreage is as follows:

Training Area	Approximate Acres
C-9	110
C-10	40
Fox Road Ridge	17
GRAND TOTAL	167

3. Preparation of a comprehensive report summarizing the findings from the archival research, field investigations, a historic context, evaluation recommendations, updated site forms, and management recommendations in accordance with standards maintained by the Georgia State Historic Preservation Office (GASHPO).

All stages of this study will follow the guidelines established by the Georgia Council of Professional Archaeologists (GPCA), as presented in the *Georgia Standards and Guidelines for Archeological Surveys* (revised 2014). Contractor's Principal Investigator/s and Field Director/s will meet the minimal professional qualifications for archaeology as set forth in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines" (Federal Register, Volume 48, No. 190, September 29, 1983, Part IV, page 44739; see also 36 Code of Federal Regulations [CFR] 61). Following the GCPA's *Standards*, direct field supervision by a professionally qualified archaeologist is recommended for all archaeological projects.

A.3. MAJOR REQUIREMENTS

The following tasks must be completed for the Contractor to successfully accomplish the work under this delivery order:

Task 1: Project Start-Up Meeting

A kick-off meeting will be performed in person with the State's Project Lead prior to commencement of work. At this time, the Contractor will be provided with detailed background information relating to the study (i.e., previously completed Phase I survey reports, photographs, maps, etc.). The State Point of Contact (POC) will be responsible for copying documents in cases where the original cannot be distributed to the Contractor for use during the execution of this SOW. This information will include the following:

- Maps showing the area of potential effect (APE) to be surveyed;
- Available topographic maps;
- Current aerial photography of the VTSC;
- Previously conducted archaeological surveys;
- Any available requested information that will assist in the archaeological survey

Whenever possible, this information will be provided to the Contractor in electronic format. The Contractor will be responsible for reviewing all provided data. In addition, the Contractor may accompany State representatives on a field review of areas of cultural interest on VTSC. This field review will serve to introduce the Contractor to the training site environment.

Also to be discussed at this meeting are the logistical needs of the project and deliverables. Following completion of the Kick-Off Meeting, the Contractor will prepare a summary letter, indicating an understanding of the current project and providing schedule for the archival research and field effort; The contractor will need to coordinate their field schedule with the training site POC so that areas can be scheduled using the Range Facility Management Support System (RFMSS). Due to safety and mission training requirements, scheduling may vary, so plenty of advanced notice is advised.

Task 2: Archival Research

Archival research is conducted to document the historical context and archaeological deposits of a site. Initial archival research provides a basis for site identification in advance of discoveries of archaeological remains at a project area. Such research is often undertaken at the beginning of a project to better understand the local land use at the project location (farming or agricultural land use, domestic land use, industrial land use, military land use, railroad-related land use, or other usage). Examples of research materials examined during the course of the study include the study of historical maps (Sanborn Fire Insurance Company Maps, old topographic and road maps, tax assessor's maps, etc.), deeds and property records, aerial photographs, and other documentation. The Contractor should perform the archival research prior to the field effort.

Research materials may be available from the State, but also will require additional research efforts by the Contractor at locations such as (but not limited to) the UGA Laboratory of Archaeology; Georgia Surveyor General's Office; Catoosa County Tax Assessor's Office; the Georgia Department of Archives and History; Universities of Georgia Libraries; Fort Oglethorpe 6th Cavalry Museum, and using online references. Results of this research should be used to compile a historic context for inclusion in the report of findings.

Task 3: Submission of Project Work Plan

The Contractor will submit for review by the State POC a Project Work Plan detailing the scheduled stages of the project and the proposed methodology to be used in each phase. The work plan will be completed and approved by the State POC within one month following the start-up meeting.

The methodology should be in accordance with scientific standards and those outlined by the Georgia Historic Preservation Division's (GHPD) *Archaeological Assessment Report Guidelines and Components* (1993, revised 2004) as well as the Georgia Council of Profession Archaeologists' (GCPA) *Georgia Standards and Guidelines for Archeological Surveys* (revised 2014).

The Contractor is responsible for obtaining any permits and authorizations that may be required to complete this contract. Copies of all permits will be provided to the State POC within 30 days of issuance.

Task 4: Field Work

This portion of the project will be performed by personnel that meet the minimal professional qualifications for archaeology as set forth in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines" (Federal Register, Volume 48, No. 190, September 29, 1983, Part IV, page 44739; see also 36 Code of Federal Regulations [CFR] 61) with methodology in accordance with the GHPD *Archaeological Assessment Report Guidelines and Components* (1993, revised 2004) as well as the GCPA *Georgia Standards and Guidelines for Archeological Surveys* (revised 2014).

The Contractor will perform an archaeological survey to identify site locations and their respective boundaries. Archaeological surveys must include a systematic pedestrian walk-over, a visual inspection of the survey tract/APE, and the systematic collection of all artifacts from the ground surface. Additional inspection, in most circumstances, will be necessary, such as systematic subsurface testing (i.e., shovel tests, auger tests, etc.).

Survey intervals should not exceed 30 meters apart; 5-10 meter intervals are preferred for establishment of site boundaries. All fill should be screened through ¼-inch hardware cloth. Tests are to be excavated to at least 80 cmbs (depth), or until impenetrable substrate (i.e., bedrock or clay), a known sterile subsoil, or the water table is reached. Artifacts should be collected following a defined sampling strategy that is applied consistently throughout the project; artifacts must be cleaned, bagged, and labeled by provenance.

Daily field notes and photographs must be recorded to document all survey activities, shovel tests, and observations. All shovel tests, excavation units and features should be recorded with sub-meter accuracy using a GPS (see also Task 6). Soil types, textures, and colors should be recorded using sand grain sizing gauges and Munsell color designations. Photographs should be made with clear quality, high resolution (6-10 megapixels/300 dpi) photographs; a photographic catalog (photolog) should be made with the photographs to document proveniences.

If new sites are encountered during the field effort, these sites will be recorded using the Georgia Site Files (GASF) site form (found at <http://archaeologylab.uga.edu/gasf/siteform.html>), the originals of which are submitted to the GHPD. Guidance and definitions of what constitutes an archaeological site versus an isolated find can be found in the GCPA's *Standards*. Standing structures or structural remains found in association with subsurface archaeological deposits should be recorded accordingly.

If human remains are discovered in the course of fieldwork, **cease all work** in the area of the discovery and contact the State POC **immediately**.

State Project Personnel will complete a site visit of all cultural resources being investigated by the Contractor concurrent to the review of the draft report. This field check of these sites is required for management purposes and as part of the QA/QC for the State.

Task 5: Reporting

The project will include the preparation of a draft report and a final report detailing the results of the archival research and the field work. The draft report must be completed after completion of the archival research and field work, and must include a copy of the populated State GIS geo-database. The final report must be completed incorporating any comments from the State POC and the GHPD.

The report will follow the general standards established by the GHPD in *Archaeological Assessment Report Guidelines and Components* (1993, revised 2004), including a title page; management summary; table of contents; introduction; literature/document search; environmental setting description; research/field/laboratory methodology; GIS methodology; the results of the investigation; a historic context within which to reasonably address, and provide a preliminary interpretation or evaluation recommendation for each site; and copies of completed (typed) State Archaeological Site Forms.

Recommendations for sites should include whether the sites are eligible for the NRHP or not, and include guidance for avoidance, protection/stabilization, or data recovery for future mitigation of adverse effects. Recommendations for "undetermined" will not be accepted.

Upon acceptance of the draft report and its recommendations for sites by the State, a final will be prepared. Contractor will not submit any draft or final reports or research designs to the GDHP. The Contractor will submit reports to the TNARNG POC for review and submittal to the GDHP.

Amended site forms should be made for any previously recorded archaeological sites visited through the course of the survey, and new site forms shall be prepared for newly encountered sites.

Contractor will not submit artifacts to the Office of Archaeological Research (OAR) at Moundville. Artifacts will be submitted to the State POC as "curation ready," in accordance with 36 CFR 79.

Task 6: GIS Database

Geospatial data collection should entail the use of mapping grade or better global positioning systems. Sub-meter accuracy must be maintained for all cultural data collected, and the final deliverable will include a GIS Methodology describing collection methodologies, real time differential corrections, and/or post processing methodologies. GIS data submittals shall adhere to the following data standards: FGDC metadata compliant (<http://www.fgdc.gov/metadata>), populated completely, SDSFIE 2.6 or above, compliant (<http://www.sdsfie.org/>) and AR 115-13 All GPS points must be collected at sub-meter accuracy or better with real time correction as well as post processed for accuracy verification. Additionally, GPS data Shall be collected with a PDOP of 4 or better. Recommend that data be collected with a Trimble Pro-6H or equivalent device. Coordinate system and datum shall be WGS1984, UTM, zones 16N or 17N depending on location. The State Environmental GIS Program Manager will provide the Contractor with the required geo-database template(s) and accumulated background GIS data necessary to support the current contract.

A geo-database for data collection during the survey will be provided by the State GIS Program Manager. Acceptable file formats for GIS data submittals are ESRI ArcGIS 10.2.2 or above, File Geodatabase. All new data collected during the project must be post-processed to achieve sub-meter accuracy. Project data should be mapped in Universal Transverse Mercator (UTM Zone 16N) and referenced to the WGS 84 datum.

A DRAFT GIS deliverable is required (Task 4a), and should accompany any documentation (i.e., survey reports) submitted for review. GIS data acquired during the course of the study will be submitted for review by the State GIS Program Manager along with the draft document. DRAFT GIS deliverables will be checked for accuracy and completeness, including feature geometry, attributes, and metadata requirements. Following review, two copies of the updated (Final) GIS data must be included with the final deliverables for the project on CD-ROM without licensing or usage restrictions.

Contractor will coordinate with State GIS Section prior to initiating any field survey that requires GIS/GPS data collection allowing sufficient lead time for the GIS Section to observe data collection during field work.

Task 7: Curation and Delivery of Documentation

All information collected during the implementation of this project becomes property of State. This includes field records, laboratory records, artifacts, audio/visual media, recordings, footage, still pictures, maps, GIS data, databases, photographic catalogs, artifact catalogs, and other materials collected, produced or acquired with project funding. Deliverables will not be subject to any kind of license, copyright, or other encumbrance. Materials produced under this Contract will not be sold for a profit. Artifacts must be cleaned, bagged, and labeled by provenance prior to curation; curation requirements will follow standards established under 36 CFR 79 (Curation of Federally-Owned and Administered Archaeological Collections).

Two hard copies and two electronic copies of the draft report will be reviewed by the State POC and the GHPD to ensure all needed information is included. The draft is due ten months after initiation of project.

Comments on the draft report will be returned to the Contractor within one month of receipt. Following receipt of these comments, the Contractor has one month or until the end of the contract (one year from initiation) to complete any changes and submit the final report.

Six hard copies and six electronic copies of the final report will be submitted. The preferred format for the actual report is the optical character recognition enabled Portable Document Format (.pdf), with other supporting documentation in editable file formats. All CD-ROMs must be labeled with the project name and number, and submitted with the hard copies of the deliverables. The electronic copies should be presented on CD. All data will be in editable files that can be effectively incorporated into the State GIS system. Read-only files are not acceptable.

A.4. GOVERNMENT FURNISHED INFORMATION OR MATERIAL

The State shall furnish access to all requested data relevant to this project. This will include topographic maps and environmental data about the site. The State will provide access to the installation for the necessary field work; however, the Contractor must schedule his access through the training site POC.

A.5. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

The Contract shall be performed by or under the direct supervision of personnel who are professionally qualified in archaeology as set forth in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines."

The Contractor shall furnish, except as noted, all labor, materials, equipment, tools, transportation, communications, and supplies required to complete the work in accordance with project specifications, terms of the contract, and this Scope of Work.

The Contractor shall obtain all permits and authorizations that may be required to complete this contract. Copies of permits will be furnished to the State POC within 30 days of issuance.

The State POC will serve as the liaison with the VTSC personnel concerning scheduling of meetings at the facility. However, it is the Contractor's responsibility to coordinate all other access to the facility through the training site POC. Access will be provided as necessary to accomplish field work; however, the Contractor must understand that military training activities shall receive first priority with regards to scheduling access to VTSC training areas.

All information and data provided by State to the Contractor is for the purpose of fulfilling this contract. This information is to be protected by the Contractor; it is not to be distributed or utilized for any other purpose under penalty of law.

Upon completion of the Project, the Contractor shall protect all maps, photographs, specimen materials, studies, surveys, inventories, evaluations, plans, and project reports obtained or collected during the course of the Contract work in accordance with all regulations, laws and statutes. Copies of reports and applicable related materials will be furnished to the State upon completion of the Contract.

Publication of results from this project is possible only with written permission and cooperation from the State. Any manuscript must be approved by the State POC and the State Public Affairs Office prior to submission for publication.

A.6. DELIVERABLES

All maps, historic documents and other items borrowed from the State or other contractors under contract to the State are the property of the State and shall be returned to the State upon completion of this Contract. The deliverables due in fulfillment of this Contract are summarized below:

Task	Description	Deliverables
1	Kick-Off Meeting	a) Attend meeting b) Summary Letter (1 electronic copy)
2	Archival Research	a) Incorporate into report of findings b) Any materials photocopied, books purchased, newspaper articles, photographs, maps or other materials produced, acquired or obtained during the archival research.
3	Work Plan Submission	a) Project Work Plan detailing survey methodologies b) Copies of all permits and authorizations that are obtained during the course of the contract work
4	Field Effort	a) 1 copy of original field notes b) 1 copy of site maps and maps of survey areas c) 1 copy of shovel test rosters d) 1 copy of GIS data (see task 6) e) Incorporate into report of findings
5	Report of Findings	a) Draft report of findings (incorporating results of archival research, field effort and oral histories; and providing eligibility determinations for sites investigated) – 2 hard copies and 2 electronic copies b) Final report of findings (incorporating results of archival research, field effort and oral histories; providing eligibility determinations for sites investigated; and incorporating any comments from draft documents) – 6 hard copies and 6 electronic copies
6	GIS data	a) Fully completed geodatabase that is FGDC compliant metadata conforming to SDSFIE requirements, and fully compatible with ESRI products. All data must be post-processed using sub-meter accuracy; UTM Zone 16N; referenced to WGS 84 datum. The data must be checked for accuracy and completeness, including feature geometry, attributes, and metadata requirements b) Updated from field check QA/QC data from State c) Populated SDSFIE compliant geo-database. d) 2 copies of final geodatabase on CD-ROM/DVD
7	Curation and Delivery of documentation	a) All artifacts from collection b) All curation materials / artifacts, photographs / photologs, GIS data and other items collected during study c) All copies of field notes or other material not provided during subsequent tasks.

A.7. MEETINGS AND REVIEWS

Consultations and meetings will be conducted as necessary. At a minimum, this will include:

1. Start-up meeting – on-site, in-person.
2. Review of Project Work Plan – may be conducted in person or via phone/email.
3. Monthly progress report reviews – may be conducted in person or via phone/email.
4. Draft plan review – may be conducted in person or via phone/email.
5. Review of Final Report.

- A.8. The State technical representative under this Contract is Stephanie Day at (615)313-0768. All material submissions are to be sent to Ms. Day at the following address:

Tennessee Army National Guard
Construction and Facilities Maintenance Office – Environmental Division
ATTN: Stephanie Day
3041 Sidco Drive
Nashville, TN 37204-1502

The VTSC on-site POC for this project is CPT Brian West at (706)935-4897. All visits to VTSC by the Contractor should be coordinated through CPT West.

No State personnel, other than the Contracting Officer, shall have the authority to change or alter these requirements. The Technical Representative shall clarify technical points or supply relevant technical information, but no requirements in this statement of work or the scope of work may be altered as a sole result of such verbal clarification.

- A.9. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

- A.10. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Kickoff Meeting a) Attend meeting b) Summary Letter (1 electronic copy)	
Archival Research a) Incorporate into report of findings b) Any materials photocopied, books purchased, newspaper articles, photographs, maps or other materials produced, acquired or obtained during the archival research.	
Work Plan Submission a) Project Work Plan detailing survey methodologies b) Copies of all permits and authorizations that are obtained during the course of the contract work	
Field Effort a) 1 copy of original field notes b) 1 copy of site maps and maps of survey areas c) 1 copy of shovel test rosters d) 1 copy of GIS data (see task 6) e) Incorporate into report of findings	
Report of Findings a) Draft report of findings (incorporating results of archival	

<p>research, field effort and oral histories; and providing eligibility determinations for sites investigated) – 2 hard copies and 2 electronic copies</p> <p>b) Final report of findings (incorporating results of archival research, field effort and oral histories; providing eligibility determinations for sites investigated; and incorporating any comments from draft documents) – 6 hard copies and 6 electronic copies</p>	
<p>GIS Data</p> <p>a) Fully completed geodatabase that is FGDC compliant metadata conforming to SDSFIE requirements, and fully compatible with ESRI products. All data must be post-processed using sub-meter accuracy; UTM Zone 16N; referenced to WGS 84 datum. The data must be checked for accuracy and completeness, including feature geometry, attributes, and metadata requirements</p> <p>b) Updated from field check QA/QC data from State</p> <p>c) Populated SDSFIE compliant geo-database.</p> <p>d) 2 copies of final geodatabase on CD-ROM/DVD</p>	
<p>Curation and Delivery of Documentation</p> <p>a) All artifacts from collection</p> <p>b) All curation materials / artifacts, photographs / photologs, GIS data and other items collected during study</p> <p>c) All copies of field notes or other material not provided during subsequent tasks.</p>	

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Military Department, Tennessee Army National Guard, Environmental Division
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: State of Tennessee, Military Department;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, oremail);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;

- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Stephanie Day, Cultural Resources Program Coordinator
Tennessee Military Department, Tennessee Army National Guard
3041 Sidco Drive
Nashville, TN 37204
stephanie.day@tn.gov
Telephone # 615-313-0768
FAX # 615-313-0766

The Contractor:

Contractor Contact Name & Title
ContractorName
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this

Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not:(i) a United States citizen;(ii) a Lawful Permanent Resident;(iii) a person whose physical presence in the United States is authorized;(iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended,

PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 –608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in

Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101- 407.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Errors and Omission Coverage with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

- b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Reimbursement. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Any goods, materials, supplies, equipment or contracted services procured by Contractor under this Contract shall be procured on a competitive basis when practicable. The Contractor shall maintain documentation supporting Contractor's request for reimbursement. In each instance where it is determined that use of a competitive procurement method was not practicable, Contractor shall seek approval of The Adjutant General of the Tennessee Military Department to procure by non-competitive procurement as a condition for reimbursement.
- E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.6. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if

the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)

TENNESSEE MILITARY DEPARTMENT:

**MG TERRY M. HASTON
THE ADJUTANT GENERAL**

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION